

3. Blue Spike, LLC admits that an actual, substantial, and continuing justiciable controversy exists between the parties and that this Court has jurisdiction over that controversy. Blue Spike, LLC denies that “STC requires a declaration of its rights by this Court.”

4. Blue Spike, LLC admits the allegations of Paragraph 4.

5. Blue Spike, LLC admits the allegations of Paragraph 5.

FIRST COUNTERCLAIM
(DECLARATORY JUDGEMENT OF NON-INFRINGEMENT)

6. Blue Spike, LLC denies the allegations of Paragraph 6.

7. Blue Spike, LLC admits the allegations of Paragraph 7.

8. Blue Spike, LLC denies the allegations of Paragraph 8.

9. Blue Spike, LLC denies that STC is entitled to the relief it seeks in Paragraph 9.

10. Blue Spike, LLC denies that this is an exceptional case and denies that STC is entitled to the relief it seeks in Paragraph 10.

SECOND COUNTERCLAIM
(DECLARATORY JUDGEMENT OF INVALIDITY)

11. Blue Spike, LLC denies the allegations of Paragraph 11.

12. Blue Spike, LLC admits the allegations of Paragraph 12.

13. Blue Spike, LLC denies the allegations of Paragraph 13.

14. Blue Spike, LLC denies that STC is entitled to the relief it seeks in Paragraph 14.

15. Blue Spike, LLC denies that this is an exceptional case and denies that STC is entitled to the relief it seeks in Paragraph 15.

16. Paragraph 16 does not contain any allegations requiring an admission or denial.

COUNTERCLAIMS BY SPEECHPRO, INC.

1. Blue Spike, LLC is without knowledge sufficient to form a belief as to the truth of the allegations of Paragraph 1 and therefore denies them.
2. Blue Spike, LLC is without knowledge sufficient to form a belief as to the truth of the allegations related to Blue Spike Innovations, LLC and therefore denies. To the extent SpeechPro is mistakenly referencing Blue Spike, LLC—the plaintiff in the above captioned case—Blue Spike, LLC admits that it is a Texas limited liability company having its principal place of business in Tyler, Texas.²
3. Blue Spike, LLC admits that an actual, substantial, and continuing justiciable controversy exists between the parties and that this Court has jurisdiction over that controversy. Blue Spike, LLC denies that “SpeechPro requires a declaration of its rights by this Court.”
4. Blue Spike, LLC admits the allegations of Paragraph 4.
5. Blue Spike, LLC admits the allegations of Paragraph 5.

FIRST COUNTERCLAIM
(DECLARATORY JUDGEMENT OF NON-INFRINGEMENT)

6. Blue Spike, LLC denies the allegations of Paragraph 6.
7. Blue Spike, LLC admits the allegations of Paragraph 7.
8. Blue Spike, LLC denies the allegations of Paragraph 8.
9. Blue Spike, LLC denies that SpeechPro is entitled to the relief it seeks in Paragraph 9.
10. Blue Spike, LLC denies that this is an exceptional case and denies that SpeechPro is entitled to the relief it seeks in Paragraph 10.

² Blue Spike, LLC responds to the remaining allegations as if SpeechPro is making those allegations against Blue Spike, LLC—the plaintiff in the above captioned case—and not against the unknown entity Blue Spike Innovations, LLC.

SECOND COUNTERCLAIM
(DECLARATORY JUDGEMENT OF INVALIDITY)

11. Blue Spike, LLC denies the allegations of Paragraph 11.
12. Blue Spike, LLC admits the allegations of Paragraph 12.
13. Blue Spike, LLC denies the allegations of Paragraph 13.
14. Blue Spike, LLC denies that SpeechPro is entitled to the relief it seeks in Paragraph 14.
15. Blue Spike, LLC denies that this is an exceptional case and denies that SpeechPro is entitled to the relief it seeks in Paragraph 15.
16. Paragraph 16 does not contain any allegations requiring an admission or denial.

REQUEST FOR RELIEF

Blue Spike, LLC denies that Defendants are entitled to any of the relief they request.

PLAINTIFF'S PRAYER FOR RELIEF

In addition to the relief requested in Plaintiff's First Amended Complaint, Blue Spike, LLC respectfully requests a judgment against Defendants as follows:

- (a) That Defendants take nothing by their Counterclaims;
- (b) That the Court award Blue Spike, LLC its costs and attorneys' fees incurred in defending against these Counterclaims; and
- (c) Any and all further relief for the Blue Spike, LLC as the Court may deem just and proper.

Respectfully Submitted,

/s/ Randall T. Garteiser
Randall T. Garteiser
Texas Bar No. 24038912
rgarteiser@ghiplaw.com

Christopher A. Honea
Texas Bar No. 24059967
chonea@ghiplaw.com
Christopher S. Johns
Texas Bar No. 24044849
cjohns@ghiplaw.com
Kirk J. Anderson
California Bar No. 289043
Peter S. Brasher
California Bar No. 283992
GARTEISER HONEA, P.C.
218 N. College Ave.
Tyler, Texas 75702
Telephone: (903) 705-7420
Facsimile: (888) 908-4400

Counsel for Blue Spike LLC

CERTIFICATE OF SERVICE

I, Randall T. Garteiser, am the ECF User whose ID and password are being used to file this document. I hereby certify that all counsel of record who are deemed to have consented to electronic service are being served with a copy of this document via the Court's CM/ECF system per Local Rule CV-5(a)(3) on this day. Pursuant to Federal Rule of Civil Procedure 5, this document was served via U.S. Mail and electronic means to counsel for Defendant that are not receiving this document via CM/ECF.

/s/ Randall T. Garteiser
Randall T. Garteiser